

Mississippi Power Company  
2992 West Beach Boulevard  
Post Office Box 4079  
Gulfport, Mississippi 39501  
Telephone 601 864-1211

RECEIVED

DEC 15 9 48 AM '78

I. C. C.  
FEE OPERATION BR.



Mississippi Power

the southern electric system

No. **8-349A029**

DEC 14 1978  
Date

Fee \$ **3.50**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company  
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.  
Secretary of the Interstate  
Commerce Commission  
Room 2215  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. **9809** Filed **1425**

**DEC 15 1978-9 50 AM**

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

|            |  |
|------------|--|
| Mortgagor: | Mississippi Power Company<br>P.O. Box 4079<br>Gulfport, Mississippi 39501                                |
| Mortgagee: | Morgan Guaranty Trust Company<br>of New York, as Trustee<br>30 West Broadway<br>New York, New York 10015 |

*Copy to Mr. C. H. Coleman  
Original for Mr. D. H. Brown*

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By:



William A. Dunlap  
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap  
c/o Southern Company Services, Inc.  
One Wall Street  
42nd Floor  
New York, New York 10005

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap  
c/o Southern Company Services, Inc.  
One Wall Street, 42nd Floor  
New York, N.Y. 10005

Dear Sir:

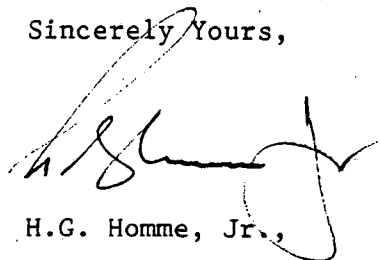
The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 , A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,  
R,S,T,U,V,  
W,X,Y,Z,  
AA,& BB

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

2103  
DC

9909 - H  
RECORDATION NO. .... Filed 1425

DEC 15 1978 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

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MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,  
TRUSTEE.

---

**Supplemental Indenture**

providing among other things for  
FIRST MORTGAGE BONDS

3 $\frac{3}{4}$ % Series due 1983

---

*Dated as of October 1, 1953*

---

This is to certify that the following is a true copy  
of the original instrument on file with the undersigned.

**MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK**

By

*[Signature]*  
**Assistant Trust Officer**

**SUPPLEMENTAL INDENTURE**, dated as of October 1, 1953, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered various supplemental indentures for the purpose, among others, of further securing said bonds, which supplemental indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate cor-

*Albert Corallo*  
**ALBERT CORALLO**  
Notary Public, State of New York  
No. 43-0758930  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1979



porate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 3¾% Series due 1983" (hereinafter sometimes referred to as the "bonds of the Seventh Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature October 1, 1983; and

WHEREAS each of the coupon bonds of the Seventh Series is to be substantially in the following form, to-wit:

[FORM OF COUPON BOND OF THE SEVENTH SERIES]

MISSISSIPPI POWER COMPANY

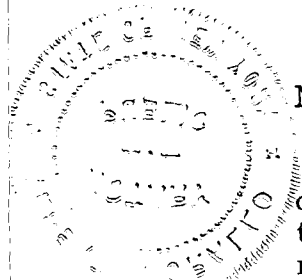
FIRST MORTGAGE BOND, 3¾% SERIES DUE 1983

No. ....

\$1000

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on October 1, 1983, and to pay interest thereon from October 1, 1953, at the rate, until the principal hereof shall have become due and payable, of three and three-quarters per centum per annum, payable on April 1 and October 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty



Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed [in whole or in part] at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

| Year | Regular<br>Redemption<br>Premium   | Special<br>Redemption<br>Premium |
|------|--|----------------------------------|
|      | (If redeemed prior to October 1 of<br>the calendar year stated and subse-<br>quent to the last day of September<br>of the calendar year next preceding<br>such year) |                                  |
| 1954 | 4.27%  | 1.27%                            |
| 1955 | 4.12%  | 1.25%                            |
| 1956 | 3.98%  | 1.22%                            |
| 1957 | 3.83%  | 1.20%                            |
| 1958 | 3.68%  | 1.17%                            |
| 1959 | 3.53%  | 1.14%                            |
| 1960 | 3.39%  | 1.11%                            |
| 1961 | 3.24%  | 1.08%                            |
| 1962 | 3.09%  | 1.05%                            |
| 1963 | 2.95%  | 1.02%                            |
| 1964 | 2.80%  | .99%                             |
| 1965 | 2.65%  | .96%                             |
| 1966 | 2.51%  | .92%                             |
| 1967 | 2.36%  | .88%                             |
| 1968 | 2.21%  | .85%                             |
| 1969 | 2.06%  | .81%                             |
| 1970 | 1.92%  | .77%                             |
| 1971 | 1.77%  | .72%                             |
| 1972 | 1.62%  | .68%                             |
| 1973 | 1.48%  | .63%                             |
| 1974 | 1.33%  | .59%                             |
| 1975 | 1.18%  | .54%                             |
| 1976 | 1.03%  | .49%                             |
| 1977 | .89%   | .43%                             |
| 1978 | .74%   | .38%                             |
| 1979 | .59%   | .32%                             |
| 1980 | .45%   | .26%                             |
| 1981 | .30%   | .20%                             |
| 1982 | .15%   | .14%                             |

and without premium in either case if redeemed on or after  
October 1, 1982.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.



No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond shall be transferable by delivery unless registered as to principal in the holder's name at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder hereof for any such registration or discharge from registration, except such amount as may be necessary to cover any stamp tax or other governmental charge. The Company and the Trustee may deem and treat the bearer of this bond, or, if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner for the purpose of receiving payment and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-

Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated: October 1, 1953.

MISSISSIPPI POWER COMPANY,

By.....

ATTEST:

*Vice-President.*

.....  
*Assistant Secretary.*

AND WHEREAS each coupon to be attached to the coupon bonds of the Seventh Series is to be substantially in the following form, to-wit:

[FORM OF COUPON]

\$18.75

On the first day of \_\_\_\_\_, 19\_\_\_\_, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, Eighteen Dollars and Seventy-five Cents in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond, 3¾% Series due 1983, No. \_\_\_\_\_. This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.

.....  
*Treasurer.*

AND WHEREAS each of the registered bonds of the Seventh Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE SEVENTH SERIES]

# MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3 $\frac{3}{4}$ % SERIES DUE 1983

No. ....

\$.....

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on October 1, 1983, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to April 1, 1954, in which case from October 1, 1953, at the rate, until the principal hereof shall have become due and payable, of three and three-quarters per centum per annum, payable on April 1 and October 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures sup-

plemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed [in whole or in part] at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

| Year | Regular<br>Redemption<br>Premium   | Special<br>Redemption<br>Premium |
|------|--|----------------------------------|
|      | (If redeemed prior to October 1 of<br>the calendar year stated and subse-<br>quent to the last day of September<br>of the calendar year next preceding<br>such year) |                                  |
| 1954 | 4.27%  | 1.27%                            |
| 1955 | 4.12%  | 1.25%                            |
| 1956 | 3.98%  | 1.22%                            |
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| 1959 | 3.53%  | 1.14%                            |
| 1960 | 3.39%  | 1.11%                            |
| 1961 | 3.24%  | 1.08%                            |
| 1962 | 3.09%  | 1.05%                            |
| 1963 | 2.95%  | 1.02%                            |
| 1964 | 2.80%  | .99%                             |
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| 1967 | 2.36%  | .88%                             |
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| 1969 | 2.06%  | .81%                             |
| 1970 | 1.92%  | .77%                             |
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| 1974 | 1.33%  | .59%                             |
| 1975 | 1.18%  | .54%                             |
| 1976 | 1.03%  | .49%                             |
| 1977 | .89%   | .43%                             |
| 1978 | .74%   | .38%                             |
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| 1981 | .30%   | .20%                             |
| 1982 | .15%   | .14%                             |

and without premium in either case if redeemed on or after  
October 1, 1982.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable, and registered bonds shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-

Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated, .....

MISSISSIPPI POWER COMPANY,

By .....  
*Vice-President.*

Attest:

.....  
*Assistant Secretary.*

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds of each and every series issued under and secured by the Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

GUARANTY TRUST COMPANY OF NEW YORK,  
*As Trustee,*

By .....  
*Authorized Officer.*

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$4,000,000 principal amount of bonds of the Seventh Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:



I

ELECTRIC TRANSMISSION LINES

(1) The Wade to Lucedale Transmission line, extending from the Company's Switching Station at or near Wade in Jackson County, 21.27 miles more or less to the Company's Transmission Substation at or near Lucedale in George County.

(2) The Collins to Magee Transmission line, extending from the Company's Transmission Substation at or near Collins in Covington County, 8.48 miles more or less to a point near Mt. Olive in Covington County.

II

SUBSTATIONS

(1) The Substation at or near Lucedale in George County, known as the Lucedale Transmission Substation located on land, a description of which is set out under III, (14) of the Supplemental Indenture dated as of August 1, 1951.

(2) The Switching Station at or near Wade in Jackson County, known as the Wade Switching Station located on land, a description of which is set out under III, (15) of the Supplemental Indenture dated as of August 1, 1951.

(3) The Substation at or near Laurel in Jones County, known as the South Laurel Transmission Substation located on land, a description of which is set out under III, (16) of the Supplemental Indenture dated as of August 1, 1951.

(4) The Substation at or near Bay St. Louis in Hancock County, known as the Bay St. Louis 23/4 KV Substation located on land described as follows:

The North Half of Lot 554, First Ward, City of Bay St. Louis, Hancock County, Mississippi, as per map or plat of said City made by E. S. Drake, Civil Engineer, and filed for record in the Office of the Clerk of the Chancery Court of Hancock County, Mississippi, on May 1st, 1923, being all of said Lot 554, less and excepting therefrom the south 131.6 feet. Said land has a frontage of 100 feet on the south line of State Street and extends in a southerly direction, between

parallel lines, 100 feet apart, a distance of approximately 130 feet to the land now owned by Wayne S. Allison, et ux.

(5) The Substation at or near Laurel in Jones County to serve the E. L. Bruce Company, located on land owned by E. L. Bruce Company.

(6) The Substation at or near Richton in Perry County to serve the Southern States Sand and Gravel Company, located on land described as follows:

Commencing at the intersection of the South line of a local road with the East R. O. W. line of Highway No. 15, thence run South on and along the East R. O. W. of Highway No. 15 a distance of 695 feet to the POINT OF BEGINNING: THENCE East 50 feet to a point; thence South 50 feet to a point; thence West 50 feet to a point on the East R. O. W. of Highway No. 15; thence North on and along the East R. O. W. of Highway No. 15, 50 feet to the point of beginning, being a parcel of land 50 feet North and South by 50 feet East and West and lying and being in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 3 North, Range 9 West.

(7) Additional land at or near Forest in Scott County for the Forest Central Substation adjacent to the land, a description of which is set out under IV, (58) of the Indenture described as follows:

A parcel of land 20 feet by 120 feet in the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 9, Township 6 North, Range 8 East, more particularly described as follows: Beginning at the northeast corner of the Substation lot described fully in Deed Book MMM, page 471 of the records of Scott County, Mississippi, which is a point 75 feet North of the Southeast corner of said Section 9 as point of beginning, thence run North along the East line of said section, for a distance of 20 feet, thence run West 120 feet, thence run South 20 feet to the Northwest corner of said Substation lot; thence run East along the North line of said Substation lot a distance of 120 feet to point of beginning, situated in the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 9, Township 6 North, Range 8 East.

(8) Additional land at or near Biloxi in Harrison County for the Biloxi Transmission Substation adjacent to the land, a

description of which is set out under III, (13) of the Supplemental Indenture dated as of April 1, 1949, described as follows:

A parcel of land situated in Section 22, Township 7 South, Range 9 West in Harrison County, Mississippi, being more particularly described as follows, to-wit: That certain lot or parcel of land which is the entire East Half of the following described tract of land; Starting at a point that is the northwest corner of the Dominick Ladnier Claim and running thence south  $89^{\circ} 34'$  East, a distance of 1,584.5 feet to a point; run thence south  $0^{\circ} 11.5'$  west to the south margin of a public road known as Mississippi State Highway No. 55 to establish a point of beginning; from said point of beginning continue on the same course next above mentioned to the north boundary of property conveyed to McMann, the deed to McMann being recorded in Book 354 at page 424 of the Record of Deeds of Harrison County, Mississippi; thence proceed east a distance of 192 feet; thence proceed north  $0^{\circ} 11.5'$  East to the intersection with the south margin of the aforesaid State Highway No. 55; proceed thence in a north-westerly direction along the south margin of Highway No. 55 to the point of beginning.

The north 50 feet of that certain lot or parcel of land beginning at a point on the north line of Highway 55 where the west line of the property formerly belonging to R. R. Guice and E. E. Wickstrom intersected said Highway 55, and running thence north along the said boundary 400 feet, thence east 96 feet, thence south along the east boundary of the property formerly belonging to E. E. Wickstrom and R. R. Guice to the north boundary of Highway 55, thence west along the north boundary of Highway 55 to the point of beginning.

(9) Additional land at or near Meridian in Lauderdale County for the Poplar Springs Substation adjacent to the land, a description of which is set out under IV, (44) of the Indenture described as follows:

Beginning at a point 134 feet west of the northeast corner of Lot 4 of the Mobile and Ohio Railroad Company's Subdivision of Section 6, Township 6 North, Range 16 East, Lauderdale County, Mississippi; from said point of beginning run west 83.85 feet, more or less, to the northeast corner of the prop-

erty to which Flynt Vinson presently has record title; run thence south along the east line of the said property of Flynt Vinson 131 feet, more or less, to the north line of the property to which Algene and Evelyn R. Key presently have record title; run thence east 10 feet, more or less, to the northeast corner of the said property of Algene and Evelyn R. Key; run thence south along the east line of the said property of Algene and Evelyn R. Key 80 feet, more or less, to the southeast corner of the said property of Algene and Evelyn R. Key; run thence east 67.85 feet, more or less, to the west line of the property of Hunter George Weddington and wife, the same being a line parallel with, and 140 feet west of the west line of 25th Avenue; run thence north along the said west line of the property of Hunter George Weddington and wife, extended north, 86 feet; run thence east 6 feet; run thence north 127.8 feet, more or less, to the point of beginning.

(10) The Substation at or near Pascagoula in Jackson County, known as the South Pascagoula Area Substation, located on land described as follows:

Lot 1, Tract B of the Lakeside Subdivision as shown on the plat of said Subdivision of record in Plat Book 2, Page 24, in the office of the Chancery Clerk of Jackson County, Mississippi, said land being situated in Claim Section 8, Township 8 South, Range 6 West, in the City of Pascagoula, Jackson County, Mississippi.

(11) The Substation at or near Gulfport in Harrison County to serve the Gulfport Glass Corporation, located on land owned by Gulfport Glass Corporation.

(12) Additional land at or near Bassfield in Jefferson Davis County for the Bassfield Central Substation adjacent to the land, a description of which is set out under IV, (47) of the Indenture and II, (16) of the Supplemental Indenture dated as of March 1, 1950, described as follows:

ALL OF THE NORTH THIRTY (30') Feet of Lot 2, Block 35, Village of Bassfield.

(13) The Substation at or near Meridian, in Lauderdale County to serve the Dickey Clay Tile Company, located on land owned by Dickey Clay Tile Company.

(14) The Substation at or near Lawrence in Newton County, known as the Lawrence 44/7.2 KV Substation located on Transmission Line right-of-way.

(15) The Substation at or near Richton in Perry County to serve the Richton Sand and Gravel Company, located on land owned by the Richton Sand and Gravel Company.

(16) The Substation at or near Meridian in Lauderdale County to serve the Royal Feed and Milling Company, located on land owned by the Royal Feed and Milling Company.

(17) The Substation at or near Poplarville in Pearl River County to serve the Movie Star, Incorporated, located on land owned by the Movie Star, Incorporated.

(18) The Substation at or near Biloxi in Harrison County to serve the United States Air Force Training Facilities, located on land owned by the United States.

(19) The Substation at or near Picayune in Pearl River County to serve the Crosby Forest Products Company, located on land owned by the Crosby Forest Products Company.

(20) The Substation at or near Gulfport in Harrison County known as the Gulfport North Area Substation located on land described as follows:

All of Lots 15 and 16, Block 18, in the Original City of Gulfport, Mississippi, as shown by the Official Map or Plat of said original Gulfport on file and recorded in the office of the Chancery Clerk of Harrison County, Mississippi, containing an area of 5,500 square feet, more or less.

(21) The Switching Station at or near Biloxi in Harrison County to serve Keesler Field Air Force Base, located on land owned by the United States.

(22) The Substation at or near Gulfport in Harrison County to serve the Gulf Naval Stores Company, located on land owned by the Gulf Naval Stores Company.

(23) The Substation at or near Hattiesburg in Forrest County to serve the American Sand and Gravel Company, located on land owned by the American Sand and Gravel Company.

(24) The Substation site at or near Collins in Covington County described as follows:

10 acres on the North side of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19, Township 8 North, Range 15 West, and a certain tract of land in the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 18, Township 8 North, Range 15 West, described as being South of Highway #84, beginning at the Southeast corner of said SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 18, Township 8 North, Range 15 West, and running West 10 chains and 97 links to said Highway #84; thence Northeast along said Highway #84 to Section Line; thence South 4 chains and 81 links to the point of beginning, containing 13 acres, more or less.

Commencing at the NE corner of Section 19, Township 8 North, Range 15 West, run south along the section line 329 feet to the point of beginning, thence run N88° 47'W a distance of 690 feet to a point. Thence turn left 103° - 55' and run 350 feet more or less on a bearing of S13° - 42' East to a point on the north boundary line of Old Highway #84. Thence run in an easterly direction along the north boundary line of said Old Highway #84 a distance of 675 feet more or less to a point on the east boundary of Section 19, Township 8 North, Range 15 West, thence run north 35 feet more or less to the point of beginning. Located in Section 19, Township 8 North, Range 15 West, Covington County, Mississippi, and containing 3 acres more or less.

(25) The Substation site at or near Heidelberg in Jasper County described as follows:

Commencing at the northwest corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 34, Township 1 North, Range 13 East, Jasper County, Mississippi; (the north boundary line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 34 is located in the center of Old U. S. Highway No. 11, North Loop) thence run East along the North boundary line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 34 for a distance of 427 feet to a point; thence run South 27 degrees West 37.5 feet, more or less, to a point on the South boundary line of said Old U. S. Highway No. 11, which is the point of beginning; from this point of beginning continue South 27 degrees West for a distance of 200 feet to an iron stake; thence run South 63 degrees and 15 minutes East for a distance of 400 feet to an iron stake; thence run

North 27 degrees East for a distance of 395.7 feet, more or less, to a point on the South boundary line of said U. S. Highway No. 11; thence run West along said South boundary line of said Highway No. 11 for a distance of 445.5 feet, more or less, back to the point of beginning, containing 2.7 acres, more or less. The above described land is located in and is a part of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 34, Township 1 North, Range 13 East.

### III

#### OTHER REAL PROPERTY

(1) A parcel of land described as follows:

Commencing at a point where the West boundary line of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 27, Township 2 North, Range 3 West, Greene County, Mississippi, intersects the South right-of-way line of Mississippi State Highway No. 15, thence run in an Easterly direction along the South boundary line of said Highway No. 15, a distance of 347.2 feet, more or less, to an iron stake which is the point of beginning: THENCE from this point of beginning run in a Southerly direction at a 90° angle to said highway right-of-way line a distance of 100 feet to an iron stake; thence run in a Easterly direction parallel to said highway right-of-way line a distance of 100 feet to an iron stake; thence run in a Northerly direction at a 90° angle to said highway right-of-way line for a distance of 100 feet to an iron stake which is located on the South right-of-way line of said Mississippi State Highway No. 15; thence run in a Westerly direction along the South right-of-way line of said Highway No. 15 for a distance of 100 feet to the point of beginning. The above described land being located in and is a part of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 27, Township 2 North, Range 8 West, Greene County, Mississippi.

being the site of the Radio Antenna near McLain.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, be equally and proportionally secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and deliv-



ered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

SECTION 1. There is hereby created a series of bonds designated  $3\frac{3}{4}\%$  Series due 1983, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Seventh Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Seventh Series shall mature on October 1, 1983, and may, subject to the provisions of Section 9 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registrable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Seventh Series shall be in such denominations as the Board of Directors shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of the Seventh Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of three and three-quarters per centum ( $3\frac{3}{4}\%$ ) per annum, payable semi-annually on April 1 and October 1 in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

Coupon bonds of the Seventh Series and unregistered temporary bonds of the Seventh Series shall be dated October 1, 1953. Registered bonds of the Seventh Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Seventh Series of like aggregate principal amount shall be interchangeable at the option of the holders.

Any or all of the bonds of the Seventh Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed [in whole or in part] at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture and otherwise than by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

| Year | Regular<br>Redemption<br>Premium   | Special<br>Redemption<br>Premium |
|------|--|----------------------------------|
|      | (If redeemed prior to October 1 of<br>the calendar year stated and subse-<br>quent to the last day of September<br>of the calendar year next preceding<br>such year) |                                  |
| 1954 | 4.27%  | 1.27%                            |
| 1955 | 4.12%  | 1.25%                            |
| 1956 | 3.98%  | 1.22%                            |
| 1957 | 3.83%  | 1.20%                            |
| 1958 | 3.68%  | 1.17%                            |
| 1959 | 3.53%  | 1.14%                            |
| 1960 | 3.39%  | 1.11%                            |
| 1961 | 3.24%  | 1.08%                            |
| 1962 | 3.09%  | 1.05%                            |
| 1963 | 2.95%  | 1.02%                            |
| 1964 | 2.80%  | .99%                             |
| 1965 | 2.65%  | .96%                             |
| 1966 | 2.51%  | .92%                             |
| 1967 | 2.36%  | .88%                             |
| 1968 | 2.21%  | .85%                             |
| 1969 | 2.06%  | .81%                             |
| 1970 | 1.92%  | .77%                             |
| 1971 | 1.77%  | .72%                             |
| 1972 | 1.62%  | .68%                             |
| 1973 | 1.48%  | .63%                             |
| 1974 | 1.33%  | .59%                             |
| 1975 | 1.18%  | .54%                             |
| 1976 | 1.03%  | .49%                             |
| 1977 | .89%   | .43%                             |
| 1978 | .74%   | .38%                             |
| 1979 | .59%   | .32%                             |
| 1980 | .45%   | .26%                             |
| 1981 | .30%   | .20%                             |
| 1982 | .15%   | .14%                             |

and without premium in either case if redeemed on or after October 1, 1982.

The holder of any coupon bond of the Seventh Series may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and

such registration noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of the Seventh Series may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants and agrees that the provisions of Section 2.12 of the Indenture, which are to remain in effect so long as any bonds of the series referred to in said Section shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Seventh Series shall be outstanding under the Indenture.

SECTION 3. The Company covenants and agrees that, so long as any bonds of the Seventh Series are outstanding under the Indenture, it will not, after October 31, 1953, declare or pay any dividends, or make any other distributions (except dividends payable or distributions made in shares of common stock of the Company), on or in respect of its common stock, or purchase or otherwise acquire for a consideration any shares of its common stock, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of its common stock after October 31, 1953, shall exceed the earned surplus of the Company at October 31, 1953 plus the earned surplus of the Company accumulated after October 31, 1953. For the purposes of this Section, in determining the earned surplus of the Company accumulated after October 31, 1953, there shall be deducted therefrom the total amount, if any, by which the aggregate of the charges to income or earned surplus since October 31, 1953 for repairs,

maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 16% of the gross operating revenues derived by the Company subsequent to October 31, 1953 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale. The term "consideration" as used in this Section shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation" as used in this Section shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

SECTION 4. Subdivision I(3) of Section 1.03 of the Indenture and subdivision I(4) of said Section 1.03, as heretofore amended, are hereby amended to read as follows:

"(3) the 'applicable net non-operating revenues', which shall be the net non-operating revenues or an amount equal to ten per centum (10%) of the 'net earnings' as defined in subdivision I of this Section or an amount equal to fifteen per centum (15%) of the 'interest earnings requirement' as defined in subdivision III of this Section, whichever is least;

"(4) the operating expenses, including accruals for taxes (except undistributed earnings, income and excess profits taxes and any like taxes measured by income), rentals, insurance, actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation and for the amortization of plant acquisition adjustments account (but excluding interest, deductions used in computing net non-operating revenues and charges to income for the amortization of debt discount and expense), plus the amount, if any, by which the aggregate of the actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation shall be less than sixteen per centum (16%) of the gross operating revenues of the Company after deducting from such gross operating revenues the amount spent for electric energy, gas or steam purchased by it for resale;"

SECTION 5. Section 2.07 of the Indenture is hereby amended to read as follows:

“SECTION 2.07. All bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents and its corporate seal shall be thereunto affixed, or a facsimile thereof shall be printed, lithographed or engraved thereon, and attested by its Secretary or one of its Assistant Secretaries. In the case of the bonds of any series created subsequent to December 31, 1952, the signature of any such President or Vice-President may be facsimile. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon or whose facsimile signature appears on any bonds or coupons shall cease to be such officers of the Company before the bond so signed and sealed shall have been actually authenticated by the Trustee or delivered or issued by the Company, such bonds nevertheless may be authenticated, delivered and issued with the same force and effect as though the person or persons who signed such bonds and attested the seal thereon or whose facsimile signature appears on any bonds or coupons had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Trustee shall cut off and cancel all matured coupons thereto attached, except as otherwise provided in Section 2.05 and except that coupon bonds which are authenticated in lieu of lost, destroyed, defaced or mutilated bonds shall bear all coupons which have not been paid and on account of which satisfactory indemnity is given.”

SECTION 6. Section 7.05 of the Indenture is hereby amended to read as follows:

“SECTION 7.05. That it will not acquire any property which at the time of acquisition thereof shall be or become subject to any lien or liens prior to the lien of this Indenture, other than excepted encumbrances, if, immediately subsequent to any such acquisition, the amount of outstanding prior lien bonds would exceed 15% of the amount of bonds at the time outstanding under

this Indenture, unless at the date of acquisition of such property the principal amount of indebtedness secured by such lien or liens shall not exceed sixty per centum (60%) of the lesser of the cost or original fair value to the Company of the unfundable property so acquired which is of a character such that it would become property additions if it were not subject to a prior lien, and, if such property is of a character such that it would be plant or property operated by others if it were not subject to a prior lien or liens, unless the net earnings of such property, as of a date not exceeding ninety (90) days prior to the date of the acquisition thereof, shall have been at least equal to the interest earning requirement computed on all indebtedness secured by such prior lien or liens immediately subsequent to the time of the acquisition of such property in a manner similar to that set forth in Section 1.03 hereof; provided that indebtedness for the payment or redemption of which the necessary funds have been deposited in trust with the trustee or other holder of such prior lien or liens or with the Trustee hereunder shall not be deemed to be so secured by such prior lien or liens for the purpose of any such computation. In the event that the Company shall, consistently with the foregoing limitation, acquire any property which at the time of acquisition thereof shall be or become subject to any lien or liens prior to the lien of this Indenture, other than excepted encumbrances, and if, immediately subsequent to such acquisition, the aggregate principal amount of all prior lien bonds then outstanding shall exceed sixty per centum (60%) of the lesser of the cost or original fair value to the Company of all property then subject to such prior liens, the Company will not thereafter certify unfunded net property additions to the Trustee under any provision of this Indenture unless the amount certified pursuant to subdivision (k) in the certificate filed with the Trustee complying with the provisions of paragraph (3) of Section 4.05 hereof shall also be at least equal to one hundred sixty-six and two-thirds per centum ( $166\frac{2}{3}\%$ ) of the amount by which the aggregate principal amount of all prior lien bonds outstanding at the date of such certificate shall exceed sixty per centum (60%) of the lesser of the cost or original fair value to the Company of all property then subject to such prior liens."

SECTION 7. As supplemented and amended by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended,

is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 8. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 9. The beneficiaries under this Supplemental Indenture are the holders and owners from time to time of the bonds outstanding under the Indenture, as heretofore supplemented and amended and as hereby supplemented and amended in accordance with the provisions thereof, the initial issue of all bonds of each series heretofore issued under the Indenture having consisted in the first instance of bonds all of which were payable to bearer and the initial issue of bonds of the Seventh Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 10. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be



attested by one of its Assistant Secretaries, in several counterparts,  
all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

[SEAL]

By E. A. YATES  
*Vice-President.*

Attest:

S. A. DAWLEY  
*Assistant Secretary.*

Signed, sealed and delivered this 8th day of  
October, 1953 by Mississippi Power Company  
in the County of New York, State of New  
York, in the presence of

M. A. HUFF  
E. RAY PERRY

GUARANTY TRUST COMPANY OF NEW YORK,

[SEAL]

By ARTHUR E. BURKE  
*Vice-President.*

Attest:

W. W. MERKER  
*Assistant Secretary.*

Signed, sealed and delivered this 8th day of  
October, 1953 by Guaranty Trust Company  
of New York, in the County of New York,  
State of New York, in the presence of

H. H. GOULD  
E. McMICHAEL

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, E. A. YATES as Vice-President, and S. A. DAWLEY as Assistant Secretary of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 8th day of October, 1953.

[NOTARIAL SEAL]

ROSE E. PRUM  
ROSE E. PRUM  
NOTARY PUBLIC, State of New York  
No. 41-8449850  
Qual. in Queens County, Cert. Filed  
with New York Co. Clerk and Register  
Term Expires March 30, 1954

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 8th day of October, in the year one thousand nine hundred and fifty-three, before me personally came E. A. YATES, to me known, who being by me duly sworn, did depose and say that he resides at 765 Park Avenue, New York, N. Y.; that he is a Vice-President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[NOTARIAL SEAL]

ROSE E. PRUM  
ROSE E. PRUM  
NOTARY PUBLIC, State of New York  
No. 41-8449850  
Qual. in Queens County, Cert. Filed  
with New York Co. Clerk and Register  
Term Expires March 30, 1954

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, ARTHUR E. BURKE as Vice-President, and W. W. MERKER as Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 8th day of October, 1953.

[NOTARIAL SEAL]

WALTER J. GRIMES  
WALTER J. GRIMES  
Notary Public, State of New York  
No. 30-6674750  
Qualified in Nassau County  
Certificates filed in the following offices:  
County Clerk: New York County  
Register: New York County  
Term Expires March 30, 1954

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 8th day of October, in the year one thousand nine hundred and fifty-three, before me personally came ARTHUR E. BURKE, to me known, who being by me duly sworn, did depose and say that he resides at 565 Park Avenue, New York, N. Y.; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[NOTARIAL SEAL]

WALTER J. GRIMES  
WALTER J. GRIMES  
Notary Public, State of New York  
No. 30-6674750  
Qualified in Nassau County  
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